

Model Plan  
11/22/2013

Trustee: ☐ Marshall ☒ Meyer  
☐ Stearns ☐ Vaughn

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF ILLINOIS**

**In re:** ) **Case No. 15-82766**  
 )  
**Martin Hewes** )  
 )  
**Debtors.** ) **Modified Chapter 13 Plan, dated 12/17/15**

■ **A check in this box indicates that the plan contains special provisions, set out in Section G. Otherwise, the plan includes no provisions deviating from the model plan adopted by the court at the time of the filing of this case.**

**Section A.** 1. As stated in the debtor's Schedule I and J, (a) the number of persons in the debtor's household  
**Budget** is 3; (b) their ages are 61, 62, 30; (c) total household monthly income is \$ 4,120.59; and (d) total  
**items** monthly household expenses are \$ 1,081.00, leaving \$ 3,039.59 available monthly for plan payments.

2. The debtor's Schedule J includes \$ N/A for charitable contributions; the debtor represents that the debtor made substantially similar contributions for N/A months prior to filing this case.

**Section B.** 1. The debtor assumes all unexpired leases and executory contracts listed in Section G of this  
**General** plan; all other unexpired leases and executory contracts are rejected. Both assumption and  
**items** rejection are effective as of the date of plan confirmation.

2. Claims secured by a mortgage on real property of the debtor, set out in Section C or in Paragraph 2 of Section E of this plan, shall be treated as follows:

(a) *Prepetition defaults.* If the debtor pays the cure amount specified in Paragraph 5 of Section E, while timely making all required postpetition payments, the mortgage will be reinstated according to its original terms, extinguishing any right of the mortgagee to recover any amount alleged to have arisen prior to the filing of the petition.

(b) *Costs of collection.* Costs of collection, including attorneys' fees, incurred by the holder after the filing of this bankruptcy case and before the final payment of the cure amount specified in Paragraph 5 of Section E may be added to that cure amount pursuant to order of the court on motion of the holder.

3. The holder of any claim secured by a lien on property of the estate, other than a mortgage treated in Section C or in Paragraph 2 of Section E, shall retain the lien until the earlier of (a) payment of the underlying debt determined under nonbankruptcy law, or (b) discharge under 11 U.S.C. § 1328, at which time the lien shall terminate and be released by the creditor.

4. The debtor shall retain records, including all receipts, of all charitable donations listed in Schedule J.

**Section C.**  
**Direct**  
**payment of**  
**claims by**  
**debtor**

- The debtor will make no direct payments to creditors holding prepetition claims. /or/  
□ The debtor will make current monthly payments, as listed in the debtor's Schedule J--  
increased or decreased as necessary to reflect changes in variable interest rates, escrow  
requirements, collection costs, or similar matters--directly to the following creditors holding  
claims secured by a mortgage on the debtor's real property:

Creditor: -NONE-, monthly payment, \$ \_\_\_\_\_

**Section D.**  
**Payments**  
**by debtor**  
**to the**  
**trustee;**  
**plan term**  
**and**  
**completion**

1. *Initial plan term.* The debtor will pay to the trustee \$ 3,039.00 monthly for 12 months [and  
\$4,200.00 per month for 12 months, then \$5,200.00 per month for 12 months, then \$6,000.00 per month for 12  
months, then \$7,000.00 per month for 12 months], for total payments, during the initial plan term, of  
\$ 305,268.00. [Enter this amount on Line 1 of Section H.]

2. *Adjustments to initial term.* If the amount paid by the debtor to the trustee during the initial  
plan term does not permit payment of general unsecured claims as specified in Paragraphs 8 and  
9 of Section E, then the debtor shall make additional monthly payments, during the maximum  
plan term allowed by law, sufficient to permit the specified payments.

3. *Plan completion.* □ The plan will conclude before the end of the initial term, as adjusted by  
Paragraph 2, only at such time as all allowed claims are paid in full, with any interest required by  
the plan /or/

■ The plan will conclude before the end of the initial term at any time that the debtor pays to the  
trustee the full amounts specified in Paragraphs 1 and 2.

**Section E.**  
**Disburse-**  
**ments by**  
**the trustee**

The trustee shall disburse payments received from the debtor under this plan as follows:

1. *Trustee's fees.* Payable monthly, as authorized; estimated at 5.00% of plan payments; and  
during the initial plan term, totaling \$ 15,263.40. [Enter this amount on Line 2a of Section H.]

2. *Current mortgage payments.* Payable according to the terms of the mortgage, as set forth  
below, beginning with the first payment due after the filing of the case. Each of these payments  
shall be increased or decreased by the trustee as necessary to reflect changes in variable interest  
rates, escrow requirements, or similar matters; the trustee shall make the change in payments as  
soon as practicable after receipt of a notice of the change issued by the mortgage holder, but no  
later than 14 days after such receipt. The trustee shall notify the debtor of any such change at  
least 7 days before putting the change into effect. Any current mortgage payment made by the  
debtor directly to the mortgagee shall be deducted from the amounts due to be paid to the trustee  
under this plan.

**-NONE-**

The total of all current mortgage payments to be made by the trustee under the plan is estimated  
to be \$ 0.00. [Enter this amount on Line 2b of Section H.]

3.1. *Other secured claims secured by value in collateral.* All secured claims, other than mortgage  
claims treated above and claims treated in Paragraph 3.2, are to be paid in full during the plan  
term, with interest at an annual percentage rates and in the fixed monthly amounts specified  
below regardless of contrary proofs of claim (subject to reduction with the consent of the  
creditor):

**-NONE-**

[All claims in the debtor's Schedule D, other than mortgages treated above and claims for which the collateral has no value, must be listed in this paragraph.]

The total of all payments on these secured claims, including interest, is estimated to be \$ 0.00.  
[Enter this amount on Line 2c of Section H.]

*3.2 Other secured claims treated as unsecured.* The following claims are secured by collateral that either has no value or that is fully encumbered by liens with higher priority. No payment will be made on these claims on account of their secured status, but to the extent that the claims are allowed, they will be paid as unsecured claims, pursuant to Paragraphs 6 and 8 of this section.  
**-NONE-**

*4. Priority claims of debtor's attorney.* Payable in amounts allowed by court order. The total claim of debtor's attorney is estimated to be \$ 1,420.00. [Enter this amount on Line 2d of Section H.]

*5. Mortgage arrearages.* Payable as set forth below, regardless of contrary proofs of claim, except that the arrearages payable may be reduced either with the consent of the mortgagee or by court order, entered on motion of the debtor with notice to the trustee and the mortgagee. Any such reduction shall be effective 14 days after either the trustee's receipt of a notice of reduction consented to by the mortgagee or the entry of a court order reducing the arrearage.

(a) To creditor David Stuart and Portia Stuart, arrearages of \$ 175,000.00, payable monthly from available funds, pro rata with other mortgage arrearages,

☐ without interest /or/ ☒ with interest at an annual percentage rate of 5.50 %.

These arrearage payments, over the term of the plan, are estimated to total \$ 197,455.53.

*6. Allowed priority claims other than those of the debtor's attorney.* Payable in full, without interest, on a pro rata basis. The total of all payments on non-attorney priority claims to be made by the trustee under the plan is estimated to be \$ 0.00. [Enter this amount on Line 2f of Section H.] Any claim for which the proof of claim asserts both secured and priority status, but which is not identified as secured in Paragraphs 2, 3.1, or 3.2 of this section, will be treated under this paragraph to the extent that the claim is allowed as priority claim.

*7. Specially classified unsecured claim.* A special class consisting of the following non-priority unsecured claim: -NONE- shall be paid at N/A % of the allowed amount. The total of all payments to this special class is estimated to be \$ N/A. [Enter this amount on Line 2g of Section H.]

Reason for the special class: N/A.

*8. General unsecured claims (GUCs).* All allowed nonpriority unsecured claims, not specially classified, including unsecured deficiency claims under 11 U.S.C. § 506(a), shall be paid, pro rata, ☐ in full, /or/ ☒ to the extent possible from the payments set out in Section D, but not less than 59 % of their allowed amount. [Enter minimum payment percentage on Line 4b of Section H.] Any claim for which the proof of claim asserts secured status, but which is not identified as secured in section C, or Paragraphs 2, 3.1, 3.2 or 5 of this section, will be treated under this paragraph to the extent that the claim is allowed without priority.

9. *Interest.* ■ Interest shall not be paid on unsecured claims /or/ □ interest shall be paid on unsecured claims, including priority and specially classified claims, at an annual percentage rate of  N/A  % [Complete Line 4d of Section H to reflect interest payable.]

**Section F.**  
**Priority** The trustee shall pay the amounts specified in Section E of this Plan in the following order of priority, with claims in a given level of priority reduced proportionately in the event of insufficient plan payments: (1) trustee's fee; (2) current mortgage payments; (3) secured claims listed in Section E, Paragraph 3.1; (4) priority claims of the debtor's attorney; (5) mortgage arrears; (6) priority claims other than those of the debtor's attorney; (7) specially classified non-priority unsecured claims; and (8) general unsecured claims.

**Section G.**  
**Special terms** Notwithstanding anything to the contrary set forth above, this Plan shall include the provisions set forth in the box following the signatures. The provisions will not be effective unless there is a check in the notice box preceding Section A.

**Section H.**  
**Summary of payments to and from the trustee**

(1) Total payments from the debtor to the Chapter 13 trustee (subject to Paragraph 2 of Section D) \$ 305,268.00

(2) Estimated disbursements by the trustee for non-GUCs (general unsecured claims):

(a) Trustee's fees	\$	<u>15,263.40</u>
(b) Current mortgage payments	\$	<u>0.00</u>
(c) Payments of other allowed secured claims	\$	<u>0.00</u>
(d) Priority payments to debtor's attorney	\$	<u>1,420.00</u>
(e) Payments of mortgage arrears	\$	<u>197,455.53</u>
(f) Payments of non-attorney priority claims	\$	<u>0.00</u>
(g) Payments of specially classified unsecured claims	\$	<u>0.00</u>
(h) Total [add Lines 2a through 2g]	\$	<u>214,138.93</u>

(3) Estimated payments available for GUCs and interest during initial plan term [subtract Line 2h from Line 1] \$ 91,129.07

(4) Estimated payments required after initial plan term:

(a) Estimated total GUCs, including unsecured deficiency claims under § 506(a)	\$	<u>155,043.00</u>
(b) Minimum GUC payment percentage		<u>59</u> %
(c) Estimated minimum GUC payment [multiply line 4a by line 4b]	\$	<u>91,475.37</u>
(d) Estimated interest payments on unsecured claims	\$	<u>0.00</u>
(e) Total of GUC and interest payments [add Lines 4c and 4d]	\$	<u>91,475.37</u>
(f) Payments available during initial term [enter Line 3]	\$	<u>91,129.07</u>
(g) Additional payments required [subtract Line 4f from Line 4e]	\$	<u>346.30</u>

(5) Additional payments available:

(a) Debtor's monthly payment less trustee's fees and current mortgage payments made by the trustee	\$	<u>4,833.41</u>
(b) Months in maximum plan term after initial term		<u>0</u>
(c) Payments available [multiply line 5a by line 5b]	\$	<u>0.00</u>

**Section I.** ☐ A check in this box indicates that the debtor consents to immediate entry of an order directing  
**Payroll** the debtor's employer to deduct from the debtor's wages the amount specified in Paragraph 1 of  
**Control** Section D and to pay that amount to the trustee on the debtor's behalf. If this is a joint case,  
details of the deductions from each spouse's wages are set out in Section G.

**Signatures Debtor(s) [Sign only if not represented by an attorney]**

\_\_\_\_\_ **Date** \_\_\_\_\_

**Debtor's Attorney** /s/ Paul Bach **Date** December 17, 2015

**Attorney Information**  
(name, address,  
telephone, etc.)

Paul Bach  
Sulaiman Law Group, Ltd.  
900 Jorie Boulevard  
Suite 150  
Oak Brook, IL 60523  
630-575-8181  
Fax: 630-575-8188

**Special Terms** *[as provided in Paragraph G]*

1. David Stuart and Portia Stewart shall within 30 days of discharge in this Chapter 13 case convey and transfer the legal title (and any other type of title) of the real estate commonly known as 7014 Alden Road, Harvard, Illinois (this includes the entire 5 acre parcel) to the Debtor.

**Certificate of Notice Page 6 of 7**  
 United States Bankruptcy Court  
 Northern District of Illinois

In re:  
 Martin Hewes  
 Debtor

Case No. 15-82766-TML  
 Chapter 13

**CERTIFICATE OF NOTICE**

District/off: 0752-3

User: kkrystave  
 Form ID: pdf003

Page 1 of 2  
 Total Noticed: 58

Date Rcvd: Dec 17, 2015

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Dec 19, 2015.

db  
 23886641 +Martin Hewes, 7014 Alden Road, Harvard, IL 60033-9705  
 +American Express, Beckett & Lee LLC / Po Box 3001, 16 General Warren Boulevard,  
 Malvern, PA 19355-1245  
 23886642 +American Express, Box 0001, Los Angeles, CA 90096-8000  
 23886643 +American Express, c/o Beckett & Lee, P.O. Box 3001, Malvern, PA 19355-0701  
 23886644 +American Express / Beckett & Lee LLC, PO Box 3001, 16 General Warren Boulevard,  
 Malvern, PA 19355-1245  
 23886657 +Attorney Tiffany E Rodriguez, 6833 Stalter Dr., Rockford, IL 61108-2579  
 23886646 +Bank Of America, N.A., 401 N. Tryon Street, NC1-021-02-20, Charlotte, NC 28255-0001  
 23886645 +Bank of America, PO Box 15290, Wilmington, DE 19850-5290  
 23886649 +Centegra Clinical Laboratories, 4201 W. Medical Center Drive, McHenry, IL 60050-8409  
 23886650 +Centegra Health System, PO Box 1990, Woodstock, IL 60098-1990  
 23886651 +Centegra Health System, 13707 W. Jackson, Woodstock, IL 60098-3188  
 23886652 +Centegra Hospital, 4201 W Medical Center Drive, McHenry, IL 60050-8409  
 23886653 +Chase, ATTN: Bankruptcy Department, P.O. Box 15298, Wilmington, DE 19850-5298  
 23886654 +Chase, 3415 Vision Drive, Mail Code OH4-7142, Columbus, OH 43219-6009  
 23886655 +Chase Card Services, Po Box 15298, Wilmington, DE 19850-5298  
 23886656 +City of Crystal Lake, 100 W Woodstock Street, Crystal Lake, IL 60014-4262  
 23995602 +David Stuart and Portia Stuart, 140 E. Hamletsburg Road, Brookport, IL 62910-2962  
 23886661 Equifax Information Services, LLC, 1550 Peachtree Street NW, Atlanta, GA 30309  
 23886662 +Experian Information Solutions, Inc., 475 Anton Boulevard, Costa Mesa, CA 92626-7037  
 23886663 +FIA, Client Services, Inc., 3451 Harry S. Truman Boulevard, Saint Charles, MO 63301-9816  
 23886664 +FIA Card Services, N.A., PO Box 15019, Wilmington, DE 19886-5019  
 23886665 +Harris, Harris & Harris, Ltd., 111 W Jackson Blvd 400, Chicago, IL 60604-4135  
 23886666 +Harris & Harris, Ltd., 222 Merchandise Mart Plaza, Suite 1900, Chicago, IL 60654-1421  
 23886667 +Harris & Harris, Ltd., 111 West Jackson Boulevard, Suite 400, Chicago, IL 60604-4135  
 23886668 +JPMorgan Chase, 270 Park Avenue, New York, NY 10017-2014  
 23886670 +MCSI Inc, 7330 College Drive, Suite 108, Palos Heights, IL 60463-1186  
 23983217 +McHenry County Clerk, 667 Ware Road, Woodstock, IL 60098-8303  
 23983216 +McHenry County Clerk, 2200 N. Seminary Avenue, Woodstock, IL 60098-2698  
 23983218 +McHenry County Treasurer, Government Center, 2200 N. Seminary Avenue,  
 Woodstock, IL 60098-2637  
 23886669 +Mcsi Inc, Po Box 327, Palos Heights, IL 60463-0327  
 23886671 +Pinnacle Credit Service, Attn: Bankruptcy, Po Box 640, Hopkins, MN 55343-0640  
 23886672 Pinnacle Credit Services, 7900 Minnesota 7, Minneapolis, MN 55426  
 23886677 +Professional Account Management, LLC, 633 W Wisconsin Avenue, Milwaukee, WI 53203-1920  
 23886678 +Professional Account Management, LLC, PO Box 1022, Wixom, MI 48393-1022  
 23886681 +Rozovics Law Firm, LLC, 263 King Street, Crystal Lake, IL 60014-5708  
 23886682 +Steven J. McArdle, Clark & McArdle, P.C., 75 East Crystal Lake Avenue,  
 Crystal Lake, IL 60014-6136  
 23886683 Trans Union LLC, P.O. Box 2000, Chester, PA 19016-2000  
 23886684 +Verizon Communications, Inc, 1515 Woodfield Road, Schaumburg, IL 60173-6046  
 23886685 +Verizon Wireless, 1 Verizon Place, Alpharetta, GA 30004-8510  
 23886686 +Village of Lakemoor, 28874 Illinois Route 120 Suite C, Lakemoor, IL 60051-7204  
 23886687 +Village of Lakemoor Police Department, 27901 West Concrete Drive, Lakemoor, IL 60041-8835  
 23886688 +Village of Lakemoor Public Works Dept., 333 Wegner Road, Lakemoor, IL 60051-8656  
 23886689 +Walworth County Clerk Of Court, 1800 County Road NN, Elkhorn, WI 53121-4454

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

23886640 E-mail/Text: bkr@cardworks.com Dec 18 2015 01:26:22 Advanta, Welsh and McKean Roads,  
 Po Box 844, Spring House, PA 19477  
 23886647 +E-mail/Text: ebn@squaretwofinancial.com Dec 18 2015 01:28:24  
 CACH LLC / Square Two Financial, 4340 S. Monaco Street, 2nd Floor, Denver, CO 80237-3485  
 23886648 +E-mail/Text: ebn@squaretwofinancial.com Dec 18 2015 01:28:24 Cach LLC/Square Two Financial,  
 Attention: Bankruptcy, 4340 South Monaco St. 2nd Floor, Denver, CO 80237-3485  
 23886659 E-mail/Text: mrdiscen@discover.com Dec 18 2015 01:26:32 Discover Financial Services,  
 2500 Lake Cook Road, Deerfield, IL 60015  
 23886660 E-mail/Text: mrdiscen@discover.com Dec 18 2015 01:26:32 Discover Financial Services LLC,  
 Po Box 15316, Wilmington, DE 19850  
 23903320 E-mail/Text: mrdiscen@discover.com Dec 18 2015 01:26:32 Discover Bank,  
 Discover Products Inc, PO Box 3025, New Albany, OH 43054-3025  
 23886658 +E-mail/Text: mrdiscen@discover.com Dec 18 2015 01:26:32 Discover Financial,  
 Attn: Bankruptcy, Po Box 3025, New Albany, OH 43054-3025  
 23983219 E-mail/Text: rev.bankruptcy@illinois.gov Dec 18 2015 01:27:34  
 Illinois Department of Revenue, Bankruptcy Section, PO Box 64338, Chicago, IL 60664-0338  
 23983220 E-mail/Text: cio.bncmail@irs.gov Dec 18 2015 01:26:53 Internal Revenue Service,  
 PO Box 7346, Philadelphia, PA 19101-7346  
 23886673 E-mail/PDF: PRA\_BK2\_CASE\_UPDATE@portfoliorecovery.com Dec 18 2015 01:25:02  
 Portfolio Recovery, Attn: Bankruptcy, Po Box 41067, Norfolk, VA 23541  
 23886674 E-mail/PDF: PRA\_BK2\_CASE\_UPDATE@portfoliorecovery.com Dec 18 2015 01:25:02  
 Portfolio Recovery Associates, Po box 12914, Norfolk, VA 23541  
 23886675 E-mail/PDF: PRA\_BK2\_CASE\_UPDATE@portfoliorecovery.com Dec 18 2015 01:25:01  
 Portfolio Recovery Associates LLC, PO Box 41067, Norfolk, VA 23541

District/off: 0752-3

User: kkrystave  
Form ID: pdf003

Page 2 of 2  
Total Noticed: 58

Date Rcvd: Dec 17, 2015

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center (continued)

23886676 +E-mail/PDF: PRA\_BK2\_CASE\_UPDATE@portfoliorecovery.com Dec 18 2015 01:24:42  
Portfolio Recovery Associates, Inc, 120 Corporate Boulevard, Norfolk, VA 23502-4962  
23886679 +E-mail/Text: admin@paypps.com Dec 18 2015 01:30:19 Professional Placement Services,  
Attn: Crissy, Po Box 612, Milwaukee, WI 53201-0612  
23886680 +E-mail/Text: admin@paypps.com Dec 18 2015 01:30:19 Professional Placement Services,  
272 N. 12th Street, PO Box 612, Milwaukee, WI 53201-0612

TOTAL: 15

\*\*\*\*\* BYPASSED RECIPIENTS (undeliverable, \* duplicate) \*\*\*\*\*

23995425 Portia and David Stuart

TOTALS: 1, \* 0, ## 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.  
USPS regulations require that automation-compatible mail display the correct ZIP.

**I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.**

**Meeting of Creditor Notices only (Official Form 9): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.**

Date: Dec 19, 2015

Signature: /s/Joseph Speetjens

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## CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on December 17, 2015 at the address(es) listed below:

Lydia Meyer on behalf of Trustee Lydia Meyer ecf@lsml3trustee.com  
Lydia Meyer ecf@lsml3trustee.com  
Patrick S Layng USTPRegion11.MD.ECF@usdoj.gov  
Paul M Bach on behalf of Debtor 1 Martin Hewes ecfbach@gmail.com,  
ECFNotice@sulaimanlaw.com;Courtinfo@Sulaimanlaw.com;bkycourtinfo@gmail.com;Paul@BachOffices.com;m  
badwan@sulaimanlaw.com;bkycourtinfo@gmail.com;sulaiman.igotnotices@gmail.com;bkecf\_sulaiman@bkexp  
ress.info  
Tiffany Rodriguez on behalf of Creditor David and Portia Stuart trodriguez@bslbv.com

TOTAL: 5